

THE REPEAL OF THE STATE BANK TAX.

Will Help Rather Than Retard
the Cause of Silver.

AMERICAN WOOL.

ACROSS THE POND.

Large Quantities Have Been Offered
for Sale.

The Moment the Present Tariff Bill
Passes, the Prices of American
Wool Abroad Will Revive, Be-
cause of the Great Demand for it
to Mix with the Finer Foreign
Wool-Manufacturers Show Their
Faith by Their Works-The Gra-
ham-Young Case.

Washington, April 7.—Representative
Bland discredits the report that
he has secured the repeal of the
state bank tax. He said he had
the bill introduced in the Senate
last week, but it was not taken
up. He said he had the bill
introduced in the House today,
but it was not taken up. He
said he had the bill introduced
in the Senate last week, but
it was not taken up. He said
he had the bill introduced in
the House today, but it was
not taken up.

Washington, April 7.—The repeal
of the state bank tax will be
helpful to the cause of silver.
The repeal of the state bank
tax will be helpful to the cause
of silver. The repeal of the state
bank tax will be helpful to the
cause of silver.

AMERICAN WOOL ABROAD.

Quantities Offered in Bradford, Eng-
land.

Washington, April 7.—United States
Consul Meeder, at Bradford, Eng-
land, reports to the state depart-
ment under date of March 13, that during the
preceding months large quantities
of American wool have been offered
for sale in Bradford. This has been
unusual as to attract attention and cause
no end of gossip. As a general thing
the prices of all grades of American
wool are now practically the same as
the similar grades in England. The
carriage and other charges against
the American article make the most
of the difference. The wool merchants
say that the moment the tariff
bill passes with free wool, the prices
of American wool will revive and some
of them are so strong in this they have
large investments in wool now held
in Philadelphia and Boston. They say
the free import given to manufacturers
will cause American wool to be mixed
with the finer foreign wools and that
a demand for American wool for man-
ufacturing purposes will set in im-
mediately.

THE GRAHAM-YOUNG CASE.

Papers Have Been Submitted to the
War Department.

Washington, April 7.—General Ruger
has transmitted to the war depart-
ment the papers in the Graham-Young
case, growing out of charges by Col-
onel Young that Colonel Graham had
acted arbitrarily and exceeded his au-
thority. Both of the officers are sta-
tioned at the Presidio, San Francisco.
The papers are being sent to the
public, but it is said the lieutenant-
colonel has preferred charges and re-
quested a court martial that General
Ruger has refused the request and
that an appeal had been taken to the
secretary of war.

To Be Publicly Reprimanded.

Washington, April 7.—Captain E. M.
Shepherd, commanding the ship Min-
nesota, at the New York navy yard,
who was court-martialed for writing
Admiral Gherardi that Captain Bruce
had acquired a reputation for thor-
oughness at the expense of his brother
officers, was found guilty by the court
on both charges and specifications. He
was sentenced to be publicly reprim-
anded by the secretary of the navy
in a general order.

Thurston and His Bride.

Washington, April 7.—Mr. Thurston,
the Hawaiian minister, arrived here to-
day with his bride. The minister will
turn over the office to Mr. Haskins,
who will act as charge d'affaires in Mr.
Thurston's absence. He will leave to-
morrow for San Francisco and take
next Saturday's steamer for Hawaii,
expecting to return in a few months.

Should Be Sufficient.

Washington, April 7.—At present the
state department has no intention of
issuing a proclamation warning per-
sons against the taking of seals in the
North Pacific ocean or Bering sea. It
is assumed that the passage of the last
act of Congress and its signature yester-
day, in regard to the seals, is sufficient
to the poachers, or it may be that
it is delayed until an accurate descrip-
tion of the British act reaches this country.

NOW IT IS DENIED.

Insurgents Did Not Land at Rio
Grande do Sul.

New York, April 7.—The World's
Buenos Ayres dispatch says: Admiral
Mello's squadron, which now numbers
seven warships, succeeded in forcing the
bar at the city of Rio Grande do Sul,
but an attempt to land was repulsed
by the government batteries on shore.
The day of Mello's fleet was a success-
ful one, but it was not so effective
that four of the insurgent vessels
were driven to anchor off San Jose
del Norte. There were 250 rebel sol-
diers with Admiral Mello on board
the Portuguese ship, which was
the Argentine government will expect
the warships to leave port at once, as
the Portuguese minister refuses to allow
the Brazilians to be landed at the La-
zoletto, where the health authorities had
directed them to be placed because yel-
low fever had broken out among them.

At It Again.

New York, April 7.—The Herald's
Montevideo dispatch says: The Her-
ald's correspondent in Rio de Janeiro
seems word that Admiral Mello re-
newed, at sunrise this morning, the bom-
bardment which was begun yesterday.
The Portuguese, with three torpede-
boats, is guarding the harbor and the
city is panic-stricken.
The Herald's Buenos Ayres appeal
says: In response to the appeal on be-
half of the Brazilian refugees in the
harbor, sent to the king of Portugal by
the Free Masons of Argentina, the king
has sent his regrets that international

THE STRIKE WILL GO ON.

Coke Workers Do Not Appear to
Have Had Enough.

Scottsdale, Pa., April 7.—The coke
workers' organization showed surpris-
ing strength at the delegate conven-
tion held here today. On a ballot, the
order was given to continue the strike.
After adopting resolutions, the con-
vention adjourned to April 10,
when a new president will be elected
to succeed President Davis, who is in
jail charged with murder.

Both Jubilant and Drunk.

Uniontown, Pa., April 7.—The strik-
ers are jubilant over the result of the
convention at Scottsdale today, and
are generally getting drunk on the
strength of it. They are making great
preparations for tomorrow, when they
say the strike will be begun again.
They say not a plant will be allowed
to operate on Monday. A march of all
the strikers from this end of the
county to Mount Pleasant on Monday
morning for the purpose of forcing the
men out at all the plants by which
they pass, will be attempted and there
may be trouble. Tomorrow a big mas-
sive meeting of all the Huns in this section
will be held at Mountain View park,
for the purpose of arranging for this
march. A resolution to the effect that
the strikers will not be allowed to
leave the county until the Huns are
at least 2,000 people will be present.

THREE OF A KIND.

Trials of Ohio Sisters Sue for Di-
vorce.

Cincinnati, April 7.—The Commercial
Gazette's special from Van Wert, Ohio,
says: Three married sisters named
Jennie Schroeder, Anna M. Martin and
Emma Howard, filed suits for divorce
today, after a long and bitter fight.
The charges are the same in all three
suits—desertion, failure to provide and
gross neglect of duty. The oldest wife
is 27 years old.

DUNDY IN LOVE WITH JENKINS.

IS CONSISTENT AND HAS EXCEL-
LENT JUDGMENT.

Great Deal May Depend Upon the
Definition of the Word "Strike."
Novel Trip Over the Northern
Pacific.

Omaha, Neb., April 7.—"I admire
Judge Jenkins for his sterling ability as
a jurist, for his consistency and his ex-
cellent judgment," said Judge Dundy,
of the United States district court, to
a reporter of the Associated Press to-
day, when asked his opinion of Judge
Jenkins. The strike clause of the
injunction order is but slightly mod-
ified. A great deal depends upon the
interpretation of the word "strike." If
it means for the men to go to work
and interfere with the operation of busi-
ness then they should be restrained from
doing so. If it means that they should
simply a peaceful, unorganized with-
drawal from service, or the right to
quit work on proper notice, that is dif-
ferent. Judge Dundy's idea is to give
them their own choice in this matter,
and if they raise trouble to punish them
accordingly. Judge Jenkins' idea is
that the papers in the Graham-Young
case, growing out of charges by Col-
onel Young that Colonel Graham had
acted arbitrarily and exceeded his au-
thority. Both of the officers are sta-
tioned at the Presidio, San Francisco.
The papers are being sent to the
public, but it is said the lieutenant-
colonel has preferred charges and re-
quested a court martial that General
Ruger has refused the request and
that an appeal had been taken to the
secretary of war.

A Novel Trip.

St. Paul, Minn., April 7.—A novel trip
has been arranged by W. J. Drapp, of
this city, who, with a friend named
Thompson, propose to make a trip over
the Northern Pacific to the coast
on a railway developed. He is an en-
thusiastic accident insurance man, and
makes the trip in the interest of an in-
surance company. The trip will be
beneficial to the insurance missionary
work. Mr. Drapp thinks he will be able
to pay expenses.

UNION PACIFIC BACKBONE.

More Than Willing to Fight the Combined Lines.

Chicago, April 7.—The Western Pas-
senger association lines and the Union
Pacific have finished their conference
on the "combined lines" question and
have come to a decision. The Union
Pacific asks that it be given a portion of
the Colorado business on whatever it might
go on California traffic. To this the
other lines do not agree, and the Union
Pacific broke up. Chairman Caldwell was
instructed to take necessary steps to
preserve the enigmatic traffic of the as-
sociation against the Union Pacific, and
he will be backed up by all the as-
sociation lines, with the possible ex-
ception of the Northwestern. In what-
ever he may do, the Northwestern has
implied very plainly that it will not
fall with the Union Pacific, and if the
fight against the latter road be-
comes too hot the Northwestern will
probably withdraw from the association.
The Atchison still pools its receipts
with the association.

CONFERENCE AT LAMONI.

Lamoni, Ia., April 7.—Prayer and
gospel service occupied the morning
hour until 11 o'clock, in charge of
L. B. Rogers, of Sandwich, and I. W.
Waldsmith, of Nebraska City, near
and preaching by Elder Wright, of
Australia.
The afternoon session opened for
business and received the report of
the committee appointed at last even-
ing's session to take proper steps so
far as practicable in correcting mis-
takes concerning the work, biography
and history of the church as found in
many histories which misrepresent the
faith, doctrines and practices of peo-
ple. The report was yes imperfect.
The committee was continued.
The London chapel question was
taken up and discussed at length with
much earnestness, involving other
points of much importance to the
church, and it was finally decided to
build the chapel as soon as the treas-
urer has money sufficient to do so,
the amount to be repaid in the form of
installments of \$75 with legal interest
until paid. The attendance amounts
to nearly 700 and is still increasing.

MOST HORRIBLE DEATH.

Roanoke, Va., April 7.—Some time
last January a large black dog belong-
ing to Mr. G. L. Canady, bit two or
three children slightly, and his daugh-
ter, Miss Annie, was bitten in several
places. The wounds were not seri-
ous and in time healed up. On Mon-
day when her father brought a bowl of
water to her bedside, she was seized
with a terrible paroxysm and since
these paroxysms, fearful to behold,
kept recurring until her death. A
doctor of much reputation, called in
to attend to the child, was at Sal-
em, to send the children who were
bitten by the same dog, to the Pasteur
institute, New York, for treatment.

BAR IS BURDENED BY MANY BIG BOOKS.

Arguments Opened in the Pol-
lard-Breckinridge Case.

INSTRUCTIONS ASKED
BY BOTH PARTIES

Fourteen Items Put Forward by the
Plaintiff.

The Defendant's Prayers Are Fewer
in Number—Admitted Improper
Relations Are Not to Be Con-
sidered Evidence of an Agree-
ment of Marriage, Says Willie,
and He Also Insists That the
Burden of Proof in the Case
Should Rest Upon Madeline's
Shoulders.

Washington, April 7.—The prospect
of a dry legal argument in the Pol-
lard-Breckinridge case did not prove
sufficiently attractive to draw out even
members of the bar.

Neither principal was there, al-
though their lawyers visited with leg-
al documents, while in their wake fol-
lowed sundry colored porters, laden
with stacks of bound volumes.

The proceedings were begun by Mr.
Carline. In the prayer of the plaintiff
for instructions to the jury, fourteen
distinct instructions, covering every
feature of the case, were asked of the
court. Stripped of their legal verbiage,
the substance of the instructions asked
for were as follows:

That this is a suit of breach of prom-
ise of marriage, and if the jury finds
by evidence that there were mutual
agreements between the plaintiff and
the defendant, and if the defendant
was married thereafter, it constitutes
a breach of promise.
If, pending any defense, there was a
mutual agreement between the parties
to have had illicit intercourse be-
fore the promise of marriage, that
would constitute no defense, and if
the plaintiff had illicit intercourse with
others, and the defendant knew it be-
fore he made the promise, it was no
defense.

The burden of proof that there was
a breach of promise of marriage, was
to be a preponderance of the evidence.
If the plaintiff failed to prove this,
the case was to be dismissed. If the
plaintiff proved this, the case was to
be tried on the issue of whether or not
the defendant was married thereafter.
If the jury found that the defendant
was married thereafter, the case was
to be dismissed. If the jury found
that the defendant was not married
thereafter, the case was to be tried
on the issue of whether or not the
plaintiff had illicit intercourse with
others, and the defendant knew it be-
fore he made the promise, it was no
defense.

If the promises are found to have
been made, and if the defendant was
married thereafter, the case was to be
dismissed. If the plaintiff failed to
prove this, the case was to be dis-
missed. If the plaintiff proved this,
the case was to be tried on the issue
of whether or not the defendant was
married thereafter. If the jury found
that the defendant was married there-
after, the case was to be dismissed.
If the jury found that the defendant
was not married thereafter, the case
was to be tried on the issue of whether
or not the plaintiff had illicit inter-
course with others, and the defendant
knew it before he made the promise,
it was no defense.

The Defendant's Prayers.

The prayers of the defense for in-
structions, which were read by Mr.
Shelby, were fewer in number. They
were, in substance, as follows:
Before the plaintiff can recover dam-
ages, the jury must believe that a
contract was entered into between the
plaintiff and defendant, by which they
were to be married. If the plaintiff
failed to prove this, the case was to
be dismissed. If the plaintiff proved
this, the case was to be tried on the
issue of whether or not the defendant
was married thereafter. If the jury
found that the defendant was married
thereafter, the case was to be dis-
missed. If the jury found that the
defendant was not married thereafter,
the case was to be tried on the issue
of whether or not the plaintiff had
illicit intercourse with others, and the
defendant knew it before he made the
promise, it was no defense.

The Burden of Proof of the Engage- ment Rests Upon the Plaintiff.

The burden of proof of the engage-
ment rests upon the plaintiff. If the
plaintiff failed to prove this, the case
was to be dismissed. If the plaintiff
proved this, the case was to be tried
on the issue of whether or not the
defendant was married thereafter. If
the jury found that the defendant was
married thereafter, the case was to be
dismissed. If the jury found that the
defendant was not married thereafter,
the case was to be tried on the issue
of whether or not the plaintiff had
illicit intercourse with others, and the
defendant knew it before he made the
promise, it was no defense.

The Defendant's Prayers.

The prayers of the defense for in-
structions, which were read by Mr.
Shelby, were fewer in number. They
were, in substance, as follows:
Before the plaintiff can recover dam-
ages, the jury must believe that a
contract was entered into between the
plaintiff and defendant, by which they
were to be married. If the plaintiff
failed to prove this, the case was to
be dismissed. If the plaintiff proved
this, the case was to be tried on the
issue of whether or not the defendant
was married thereafter. If the jury
found that the defendant was married
thereafter, the case was to be dis-
missed. If the jury found that the
defendant was not married thereafter,
the case was to be tried on the issue
of whether or not the plaintiff had
illicit intercourse with others, and the
defendant knew it before he made the
promise, it was no defense.

Attorneys Have a Clash.

During the argument of Attorney
Shelby, Judge Bradley inquired the
meaning of "lewd and lascivious con-
duct" terms used in the prayers of
the defense.
Mr. Shelby responded that no man
was bound to marry a woman of un-
chaste life, nor whose conduct was
such that she might be presumed to
be willing to commit the act of illicit
intercourse if the opportunity was of-
fered.
"Would you mean such conduct as
Mr. Julian testified to?" the judge in-
quired.
"Do you think," said Mr. Shelby,
that a man is bound to marry a woman
of unchaste life, or whose conduct is
such that she might be presumed to
be willing to commit the act of illicit
intercourse if the opportunity was of-
fered?"
The judge replied that he would
not go to that extreme; that there
might be such conduct long passed
and atoned for and repeated of.
There was a little passage between
Mr. Shelby and Mr. Willard regard-
ing the part which Miss Pollard's
threats should play in the case.
Mr. Shelby said that threats which
would justify a man in securing a divorce
would also justify him in breaking a
contract to marry.
Mr. Willard contended that this rule
would not apply in the case, because
of the defendant's misconduct, and be-
cause of an exhibition by him of a
purpose to evade the contract, and that
no threats made after the secret mar-
riage could justify a ruling for the de-
fendant.
The argument was closed by Mr. Wil-

son for the plaintiff. All the speeches
were on the legal points involved in
the prayers, and the counsel agreed
that in some respects the case was a
united one. The attorney was signifi-
cant in showing that the defense does
not intend to set up as a legal plea
that any of the promises made by Col-
on. Breckinridge to Miss Pollard were
under duress exercised by her with a
pistol.

Judge Bradley reserved his decision
on the instant motion, and it is ex-
pected he will grant it. He said he
thought he could grant it on the
prayers of the plaintiff, and said
in speaking of another prayer:

"I see no reason to change my opin-
ion that the existing marriage at the
time he made the promise, if he made
it, is no defense."

The length of the arguments was a
brisk one. The judge and attor-
neys, and while Judge Bradley
thought five hours for a side would be
sufficient, the lawyers wanted more
time.

No conclusion was reached.

PAYS POLLARD A COMPLIMENT.

Butterworth Says She Is the Equal
of Morris or Bernhardt.

Cincinnati, April 7.—"Miss Pollard is
an actress equal to Sarah Bernhardt or
Clara Morris," said Hon. Benjamin
Butterworth today. She can imitate
a passion or emotion, and it is my
opinion that this is but the prelude to
her going on the stage. I cannot but
think that that was one of her reasons
for bringing a suit on this case. It is
tried in the political and social capital
for the theatrical and dramatic ef-
fect it would have on the public mind.
There was no exciting or water-
tight case. It is worse than a
foul pestilence-breeding contagion. Far
better would it have been if yellow fe-
ver had been spread broadcast over the
land, and had been a source of shame
to the country, than this mass of filth,
whose pollution is felt at every fireside.
Had I been called into the case three
days sooner, my counsel could have pre-
vailed, and could I have been a judge
on the bench, I would never have let
it come to trial.

"The condoning of Mr. Breckin-
ridge, I will not do it. He does not
want it. I believe he would discharge
me from the case if I offered anything
to extend his life. He has done wrong,
and especially has he done wrong in
bringing this suit. I do not think this
case will destroy Breckinridge's reputa-
tion for life."

"Miss Pollard is the most remarkable
woman I ever saw or heard of. Every
detail of the case was carried out in
the most perfect manner. The tact of
this woman, if there is a time when
she has not a ready answer she will
make a plea for sympathy to gain time,
and all the time her mind is active,
and she is never out of her wits. I
will not say that she is a genius, but
she is a woman of great power. She
pleaded that I was hard on her.
I said that she was a woman of great
power. She has nothing to be ashamed
of. If she wins her suit, for she could
have had everything her own way had
she so wished. She could have had
ahead and a word from her would have
been a law with Breckinridge. She could
have had what she wanted. If Breckin-
ridge loses, he will move for a new
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